BILL NO. S-94-12-19

SPECIAL ORDINANCE NO. S-94-94

AN ORDINANCE APPROVING AND AUTHORIZING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND ALLEN COUNTY FOR THE PURPOSES OF MANAGING THE PUBLIC SAFETY SOFTWARE SYSTEM PURCHASED FROM SPILLMAN DATA SYSTEMS, INC. ("SDS").

WHEREAS, the City of Fort Wayne desires to implement certain economies and efficiencies within its Public Safety Departments; and

WHEREAS, said economies and efficiencies can best be achieved through the approval of an Interlocal Agreement between the City of Fort Wayne and Allen County to control the management and administration of certain Public Safety Computer Software jointly purchased;

WHEREAS, both parties have agreed to such an agreement, (Exhibit "A") two copies of which are on file in the Office of the City Clerk and made available for public inspection, according to law.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the proposed agreement between the City of Fort Wayne, Indiana and Allen County Indiana, attached hereto and made a part hereof, is hereby ratified and approved in all respects. The appropriate City officers are hereby authorized and empowered to sign the same on behalf of the City.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay

J. TIMOTHY MCCAULAY, CITY ATTORNEY

The City of Fort Wayne

Paul Helmke, Mayor

MEMORANDUM

BOARD OF PUBLIC SAFETY

TO: MEMBERS OF FORT WAYNE COMMON COUNCIL

FROM: PAYNE BROWN, PUBLIC SAFETY DIRECTOR P.B.

DATE: December 12, 1994

SUBJECT: **PUBLIC SAFETY INTERLOCAL AGREEMENT**

The attached Ordinance allows the City of Fort Wayne to enter into an interlocal agreement with Allen County. The agreement will regulate the administration of the Spillman Data Systems Public Safety Software. It also establishes a mechanism for the successful purchase and usage of the software by both agencies. The "Spillman" committee that is being established with approval of this Ordinance, will address all non-funding issues related to the City-County software relationship.

PB:dcb

S-94-12-19

BICENTENNIAL FORT WAYNE 1794 — 1994

MI 81-66-8.
5-11-94

INTERLOCAL AGREEMENT

BETWEEN ALLEN COUNTY AND THE CITY OF FORT WAYNE

REGARDING PURCHASE AND USE OF SPILLMAN PUBLIC SAFETY SOFTWARE SYSTEM

This Contract is made and entered into between Allen County, One Main Street, Room 200, Fort Wayne, IN 46802, hereinafter "County," by and through the Allen County Board of Commissioners, hereinafter "County" and the City of Fort Wayne, by and through its Board of Public Works, One Main Street, Room 920, hereinafter "City," this 11 day of MAY, 1994. By executing this Contract, parties agree to share the expenses and use of certain Spillman Public Safety Software, hereinafter "Spillman Software" in the manner set out herein. This Contract sets out all terms of the parties' agreement regarding the Spillman Software.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. GENERAL PROVISIONS.

1.1. Purpose. The purpose of this Contract is to define the rights and obligations of the parties with respect to the Spillman Software.

1.2. Cooperation. The County and City shall cooperate and make all reasonable efforts to ensure expeditious implementation of the various provisions of this Contract. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

1.3 Term. It is the Agencies' intent that the term of this Contract run from 5/11/94, to 12/31/1998, regardless of the date of execution of this document, unless earlier termination occurs by operation of law or according to the provisions herein.

1.4. Option Term. This Contract shall automatically renew for an additional term of five (5) years, expiring on December 31, 2003, unless written notice of intent to terminate is given by either party at least ninety (90) days prior to expiration of the current term. Subsequent terms shall be negotiated among all parties.

Such renewal(s) shall be under the same terms and conditions stated in this Contract, unless modifications are made to this Contract in writing.

2. SPECIFIC PROVISIONS.

DEFINITIONS:

AGENCY or AGENCIES	-	Allen County, the City of Fort Wayne or both.
FTE	-	Full Time Employee.
SCT	-	Systems and Computer Technology Corporation.

2.1. County shall purchase the necessary hardware; however, said purchase is strictly contingent on the County's ability to obtain financing as the County deems necessary. David M. Griffin and Associates shall be engaged to update the 1991 computer services cost study. The cost of this study shall be paid 50% by the City and 50% by the County. The total cost of the hardware usage shall thereafter be shared by the City and County on a pro rata basis based upon said study.

2.2. The initial purchase price for the Spillman Software shall be paid 50% by the City and 50% by the County. The Software costs are set out in greater detail in Exhibit "A" to this Contract which is attached hereto and incorporated herein.

2.3 All maintenance fees shall be billed to Information Systems. Thereafter, Information Systems shall bill each agency, and each agency shall reimburse Information Systems for 50% of these annual costs.

2.4 Both agencies shall be fully licensed on the Software as primary licensees. All licenses for the Software shall also cover extended users including but not limited to the cities of New Haven, Grabill, Huntertown, Woodburn, the town marshals and volunteer or township fire departments and the fire protection districts within or adjacent to Allen County.

Charges for services provided to any or all extended users may be assessed, as the Agencies may agree.

2.5 The City and County Data Boards shall review and approve or disapprove all matters dealing with the administration of this Contract. Said agencies agree to review the recommendations of the "Spillman Software Board" and to consider said recommended decisions in making its own review and final decisions of approval or disapproval.

2.6 (a) The position of Systems Administrator shall be created to administer the Spillman Software and any other Public Safety Information Systems programs maintained by the agencies on a day-to-day basis. This position shall be staffed by agreement of both agencies.

(b) In connection with this position, each agency shall be considered to have the benefit and responsibility for one-half FTE.

(c) The systems administrator may be considered an employee of SCT or any successor agency hired to administer the Allen County Data Process services. Each agency contract with SCT or its successors shall include provisions for, and SCT or its successors shall agree to provide for this employee and such added benefits and expenses prior to the final acceptance and execution of the Contract obligating the parties for the Spillman Software.

2.7 Each agency shall designate certain "Superusers" who shall be trained in each functional public safety area.

2.8 (a) The City and County Data Boards shall, through resolutions, create a single "Spillman Software Board" to help administer and recommend decisions on all non-funding issues pertaining to the administration and use of the Spillman Software by each of the agencies.

(b) This Board shall be staffed by the following appointments: two (2) by the Fort Wayne Chief of Police; two (2) by the Allen County Sheriff; one (1) by the City Data Board; and one (1) by the County Data Board. Further, the Systems Administrator shall also be a member of the committee. All members will serve at the pleasure of the relevant appointing body.

(c) This Board will report to both Data Boards.

(d) If either agency withdraws from this Agreement as set out in Section 3. below, that agency's three (3) Spillman Software Board appointments shall be eliminated.

2.9 Neither agency hereto shall agree to pay continued maintenance or other like fees or shall agree to an increase in maintenance or other like fees for the Spillman Software without the consent of the other. The payment of such fees or increase in such fees shall only be payable after approval by the Board of Public Works of the City of Fort wayne and by the Board of Commissioners for the County of Allen.

3. CANCELLATION

3.1 (a) Each agency shall have the right and option to cancel use of the Spillman Software upon proper notice.

(b) If either agency decides to exercise this option, that agency shall forfeit all rights to the Spillman Software and the license shall revert fully to the remaining active agency.

(c) The agency exercising this option shall also forfeit all financial interests in the Spillman Software, including initial purchase costs and ongoing maintenance expenses previously incurred and/or paid.

(d) Thirty (30) day written notice shall be deemed appropriate hereunder when issued in writing to both the remaining agency and the Spillman Software committee.

4. COMPLIANCE WITH LAWS/STANDARDS.

4.1. General. Agencies shall abide by all Federal, State and Local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs and staff for which City or County is responsible.

4.2. Violations. Any violation of Federal, State or Local laws, statutes, ordinances, rules or regulations, as well as loss of any applicable license or certifications by either party may be deemed a material breach of this Contract at the discretion of the non-breaching party. Whether accidental or intentional, this loss shall entitle the non-breaching party to terminate this Contract upon delivery of written notice of intent to terminate to the authorized representative.

4.3. Indiana Law to Govern. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Indiana, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Indiana.

4.4 It is understood by the parties to this Agreement that each is a public agency and that as such the control of funds for the payment of the required goods or services is not within the sole control of said signatories hereto. Therefore, it is agreed between the parties that if funding for the term of this Agreement is not obtained as the period of this Agreement progresses, this Agreement shall terminate with no penalty to either Agency as of the date said funding is terminated. It is further agreed between the parties that each Agency shall make a good faith effort to ensure funding is made available for the entire term of this agreement but, should either Agency be unsuccessful, it shall give the other at least sixty (60) days notice of the date said funding shall cease.

5. HOLD HARMLESS AND INDEMNIFICATION.

(a) Each Agency shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees in the execution, performance, or failure to adequately perform its obligations pursuant to this Contract.

(b) It is understood and agreed that the liability of each Agency shall be limited by the provisions of the Indiana Code 34-4-16.5-4 or other applicable law.

6. DISPUTES/UNCONTROLLABLE CIRCUMSTANCES

6.1. The County and the City agree to attempt to resolve quickly all disputes not amounting to breach of Contract, and all other matters of controversy and those related to uncontrollable circumstances, and agree to use all reasonable efforts to mitigate adverse effects through negotiation or arbitration whenever possible.

7. SEVERABILITY. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either Agency.

IN WITNESS HEREOF, the parties have executed this Contract the day and year first set forth above.

ALLEN COUNTY BOARD OF COMMISSIONERS

BY: _____

ATTEST: _____

Linda K. Bloom, Allen
County Auditor

APPROVED AS TO FORM: _____

County Attorney/Date

CITY OF FORT WAYNE

By: Its Board of Public Works

_____

Charles E. Layton, Director

_____

Katherine A. Carrier, Member

_____

C. James Owen, Member

Attest: _____

Patricia Crick, Clerk

APPROVED AS TO FORM:

_____

City Attorney/Date

Approved by City of Fort Wayne
Resolution No. _____

Read the first time in full and on motion by Schmidt, seconded by ~~_____~~, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and ~~Public Hearing to be~~ held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____ M., E.S.T.

DATED: 12-13-94

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Schmidt, seconded by ~~_____~~, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	5			4
BRADBURY				✓
EDMONDS	✓			
GiaQUINTA	✓			
HENRY				✓
LONG				✓
LUNSEY	✓			
RAVINE				✓
SCHMIDT	✓			
TALARICO	✓			

DATED: 12-20-94

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ ~~(SPECIAL)~~ Special ~~(ZONING)~~ ORDINANCE ~~RESOLUTION~~ NO. S-94-94 on the 20th day of December, 19 94

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 21st day of December, 19 94, at the hour of 10:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 22nd day of December, 19 94, at the hour of 10:40 o'clock A M., E.S.T.

PAUL HELMKE, MAYOR

BILL NO. S-94-12-19

REPORT OF THE COMMITTEE ON
FINANCE
CLETUS R. EDMONDS - DONALD J. SCHMIDT - CO-CHAIR
ARCHIE L. LUNSEY
DAVID C. LONG

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) Approving and authorizing the Interlocal Agreement between the City of Fort Wayne and Allen County managing the Public Safety Software System purchase from Spillman Data Systems, Inc. ("SDS")

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Cletus R Edmonds			

DATED: 12-20-94

Sandra E. Kennedy
City Clerk